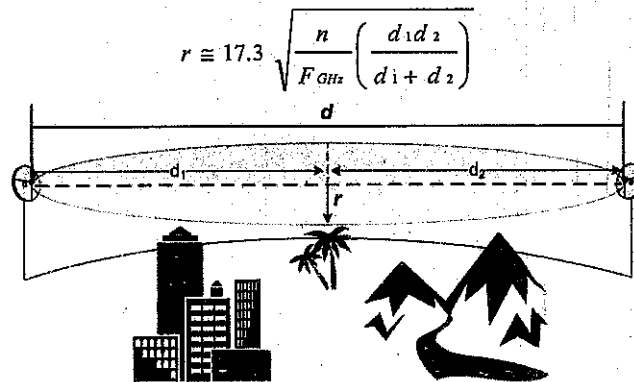


ID	Status	Call Sign 1	Call Sign 2	Band	Frequency (MHz)	Licensee
1	Licensed	KOG97	RXONLY	2 GHz	63.54	Gray Television, Licensee, Inc KOLN KGIN
2	Licensed	WQFW791	WQFW794	Lower 6 GHz	19.94	NE Colorado Cellular, Inc.
3	Applied	WQFW791	WQFW794	Lower 6 GHz	19.94	NE Colorado Cellular, Inc.
4	Licensed	WQFW792	WQFW798	Lower 6 GHz	22.69	NE Colorado Cellular, Inc.
5	Licensed	WQFW794	WQUJ209	Lower 6 GHz	21.12	NE Colorado Cellular, Inc.
6	Licensed	WQFW794	WQFW792	Lower 6 GHz	14.38	NE Colorado Cellular, Inc.
7	Licensed	WQTS259	WQZH624	11 GHz	16.34	Skybeam Acquisition Corporation
8	Licensed	WQTS259	WQZV918	11 GHz	7.83	Skybeam Acquisition Corporation
9	Licensed	WQWN780	WQWN778	11 GHz	9.76	Central Valley AG Cooperative
10	Licensed	WQWN780	WQWN779	11 GHz	17.75	Central Valley AG Cooperative
11	Licensed	WQZH624	WQZV918	11 GHz	17.18	Skybeam Acquisition Corporation
12	Licensed	WQZV912	WQZX637	11 GHz	16.17	Skybeam Acquisition Corporation
13	Licensed	WQZV912	WQZV918	11 GHz	15.54	Skybeam Acquisition Corporation
14	Licensed	WRA1499	WQFW794	11 GHz	9.59	NE Colorado Cellular, Inc.
15	Proposed	WRA1499	WQFW794	11 GHz	9.59	NE Colorado Cellular, Inc.

Table 1: Summary of Microwave Paths that Intersect the Area of Interest

(See enclosed *mw_geopl.xlsx* for more information and
GP_dict_matrix_description.xls for detailed field descriptions)

Next, we calculated a Fresnel Zone for each path based on the following formula:



Where,

- r = Fresnel Zone radius at a specific point in the microwave path, meters
- n = Fresnel Zone number, 1
- F_{GHz} = Frequency of microwave system, GHz
- d₁ = Distance from antenna 1 to a specific point in the microwave path, kilometers
- d₂ = Distance from antenna 2 to a specific point in the microwave path, kilometers

The calculated Fresnel Zone shows the narrow area of signal swath and is calculated for each microwave path in the project area. In general, this is the area where the planned wind turbines

should be avoided, if possible. A depiction of the individual Fresnel Zones is shown in Figure 3, and is also included in the shapefiles^{3,4}.

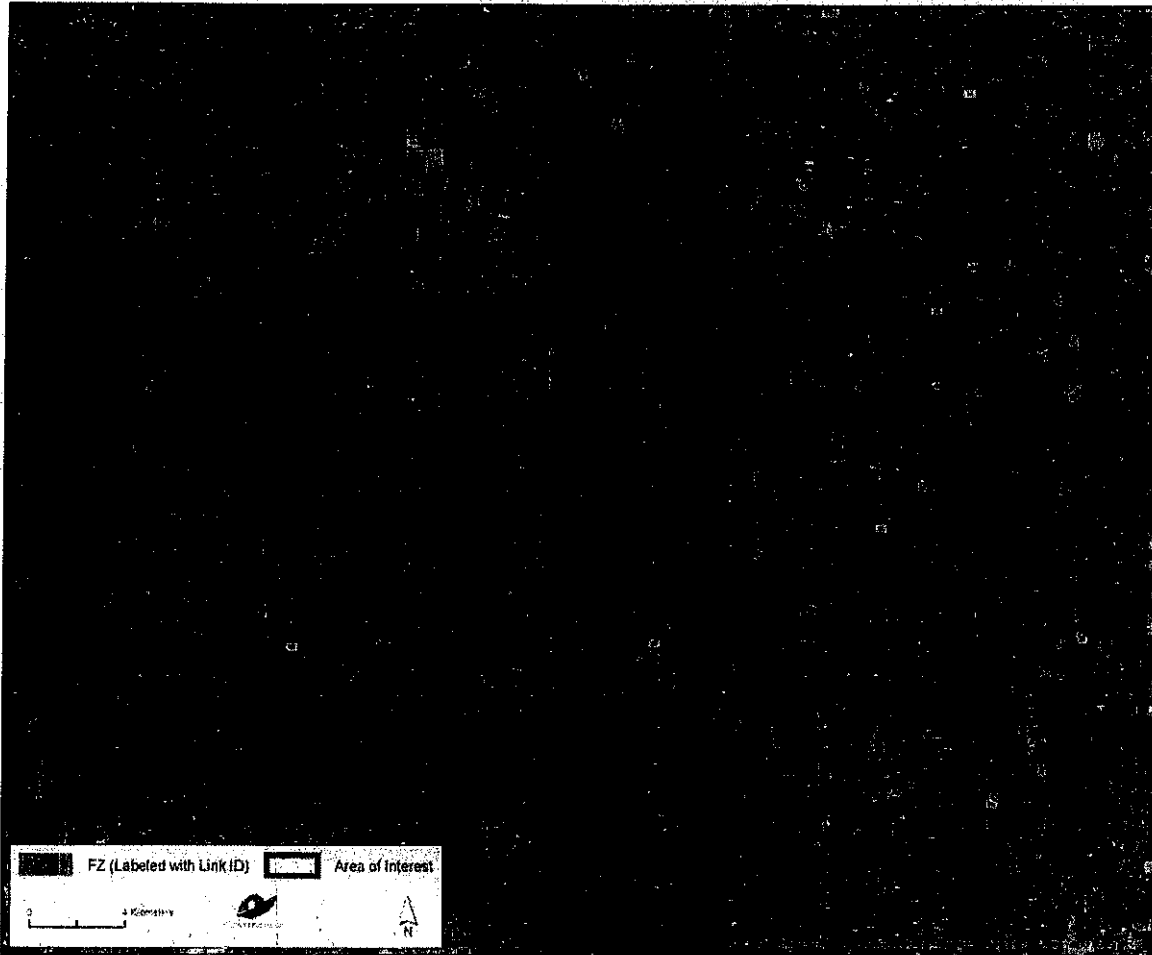


Figure 3: Fresnel Zones in the Area of Interest

³ The ESRI® shapefiles enclosed are in NAD 83 UTM Zone 14 projected coordinate system.

⁴ Comsearch makes no warranty as to the accuracy of the data included in this report beyond the date of the report. The data provided in this report is governed by Comsearch's data license notification and agreement located at http://www.comsearch.com/files/data_license.pdf.



Discussion of Potential Obstructions

Total Microwave Paths	Paths with Affected Fresnel Zones	Total Turbines	Turbines Intersecting Fresnel Zones
15	N/A	N/A	N/A

For this project, turbine locations were not provided; thus we could not determine if any potential obstructions exist between the planned wind turbines and the incumbent microwave paths. If the latitude and longitude values for turbine locations are provided, Comsearch can identify where a potential conflict might exist.

4. Conclusion

Our study identified 15 microwave paths intersecting the Thunderhead project area of interest. The Fresnel Zones for these microwave paths were calculated and mapped. We recommend that all turbines be sited in locations that will not obstruct the Fresnel Zones.

5. Contact

For questions or information regarding the Microwave Study, please contact:

Contact person: David Meyer
Title: Senior Manager
Company: Comsearch
Address: 19700 Janelia Farm Blvd., Ashburn, VA 20147
Telephone: 703-726-5656
Fax: 703-726-5595
Email: dmeyer@comsearch.com
Web site: www.comsearch.com

Exhibit H: Letters of Support

EXHIBIT H

LETTERS OF SUPPORT

Please see the following document

SEPTEMBER 19, 2018

TO WHOM IT MAY CONCERN,

MY NAME IS DEAN SCHRAGE. I AM THE OWNER OF DEAN'S MARKET IN ELGIN NE.
DURING THE CONSTRUCTION PHASE OF THE PROJECT IN OUR AREA, IT WAS A BOOST
TO ELGIN'S ECONOMIC DEVELOPMENT HAVING 175-225 WORKERS LIVING HERE
FOR 6-14 MONTHS.

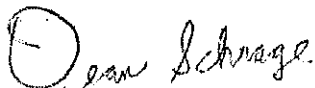
IT BENEFITED OUR BUSINESS AS WELL AS MANY OTHER BUSINESSES , SUCH AS
CONVENIENCE STORES, PARTS AND REPAIR SHOPS, AND RESTAURANTS. THE
PARKS FOR CAMPERS AND RENTAL PROPERTIES ALSO GAINED FROM THE EXTRA
WORKERS IN OUR TOWN.

LOCAL FARMERS ALSO RECEIVED INCOME FROM HAVING TOWERS PUT ON THEIR LAND.

IN SUMMARY, ECONOMIC DEVELOPMENT IS IMPORTANT FOR OUR LOCAL COMMUNITY,
COUNTY, STATE AND COUNTRY ALONG WITH PROVIDING CLEAN, RENEWABLE WIND ENERGY
WHICH SUPPORTS US ENERGY INDEPENDENCE..

THANK YOU FOR YOUR TIME AND CONSIDERATION.

SINCERELY,

A handwritten signature in cursive script that reads "Dean Schrage". The signature is written in dark ink and is positioned to the right of a circular mark.

DEAN SCHRAGE

BOX 300

ELGIN NE 68636

9-25-2018


To Whom it may concern;

I am currently the manager of Caseys General Store in Neligh Nebraska. Over the last 6-9 months we have seen an increase in business because of the wind tower people. It has been great having these people in our small rural community.

The increase of people has not only been beneficial for Casey's but also many other businesses in our local area.

This has been a great experience for the whole community. Casey's and our community look forward to having more people join our community even if it is short periods of time.

Thank you

A handwritten signature in cursive script that reads "Gloria Dennis".

Gloria Dennis-manager of Casey's General Store , Neligh Nebraska

Nebraska Chamber of Commerce & Industry

CORNERSTONE

Presented to:

Invenegy LLC

*The Prestigious Cornerstone Project was developed for
Members who invest substantially in the Nebraska Chamber
to better ALL of Nebraska.*



August 2, 2018
Date

Bryan Stone

Bryan Stone
President, State Chamber

James D. Berfinger

James D. Berfinger, IOM
Senior Vice President-Marketing, State Chamber

Wind turbines are mostly put up on existing farms in the corner section where the land can still be worked or farmed by the rancher or farmer.

The wind power plant owners make rent payment to the farmer or rancher for the use of the land providing additional income.

In turn the money is spent in town at local businesses helping increase potential yearly earnings for the community. The wind farm employees stay and stop in these areas spending time and money attending our activities, churches and school events.

We as hotel owners have housed many of these people and their families. They are good hard working men and women. Most of which have become new life long friends.

Mark, Heather Miller
West Hillman Hotel

"I support continued wind development in Antelope County and the benefits it will bring. The Thunderhead Wind Energy Center will create new job opportunities, bolster economic development and bring tax revenues to our local community."

NAME	ADDRESS	CITY	SIGNATURE
Cindy Pieke	83110 Hwy. 45	Newman Grove	Lindy Pieke
Dario Piro	93110 Hwy. 45	Newman Grove	Dario Piro
Warren Smidgress	85891-5186	Orchard	Warren Smidgress
Frankie Maughon	85070 529 Ave	Neigh nebr.	Frankie Maughon
Charles Meis	2703 260th St	Albion, NE	Charles Meis
David E. Boun	1037 110th St	Elgin, Nebr	David E. Boun
Frank Land Area	1637 110th St	Elgin, Ne	Frank Boun
Lois Pittscher	51576 846	Elgin NE	Lois Pittscher
Madame Mason	21329 N. 73 rd Way	Scottsdale, AZ	Madame Mason
Kathy Schultz	51964 155 Rd	Clearwater Ne	Kathy Schultz
Jan Kautzer	609 N. 2 nd St	ELGIN	Jan Kautzer
Janice Harts	50901 Hwy 70	Elgin, NE	Janice Harts
Shirley Stated	50901 Hwy 70	Elgin, NE	Shirley Stated

"I support continued wind development in Antelope County and the benefits it will bring. The Thunderhead Wind Energy Center will create new job opportunities, bolster economic development and bring tax revenues to our local community."

NAME	ADDRESS	CITY	SIGNATURE
David G Hoffman	85325 - 518 Ave	Clearwater Ne	David Hoffman
JAMES J. BOLLING	52375 BANTA RD.	Neligh Ne	James Bolling
Aaron Adams	5154 - DYCK P	Elgin, NE	Aaron Adams
Teed Adams	416 M St.	Neligh	Teed Adams
Kim Peters	84505 515 Ave	Elgin NE	Kim Peters
David L. Behnd	51375 - 849 AD	CLEARWATER	David L. Behnd
Dennis Herley	505 Mitchell Ave	Clearwater	Dennis Herley
Kevin Dinslage	84074 522 Ave	Elgin NE	Kevin Dinslage
Sam Dinslage	84074 522 Ave	Elgin NE	Sam Dinslage
Dave Kalthoff	53253 842 Rd	Tilden Ne	Dave Kalthoff
Chuck Peltier	83946 516 Ave	Elgin Ne	Chuck Peltier
Barry Bolling	51514 845 Rd	Elgin, Ne	Barry Bolling

"I support continued wind development in Antelope County and the benefits it will bring. The Thunderhead Wind Energy Center will create new job opportunities, bolster economic development and bring tax revenues to our local community."

NAME	ADDRESS	CITY	SIGNATURE
Markus Bolling	51453 846 Rd	Clearwater, Ne.	Markus Bolling
Janice Bolling	51453 846 RD	Clearwater NE	Janice Bolling
DAVE WIEGARD	609 E 6TH	NELSON, NE.	Dave Wiegard
Markus Bolling	5-42	Clearwater, Ne.	Markus Bolling
Gene Solting	52046 838 RD	Elgin NE	Gene Solting
Cal Heithorst	Box 317	Elgin Ne.	Cal Heithorst
Ken Schindler	P.O. Box 419	Elgin Ne.	Ken Schindler
Jake Schindler	PO Box 134	Elgin NE	Jake Schindler
Jeff Schindler	PO Box 242	Elgin NE	Jeff Schindler
Robert J Koenig	51951 844 Rd	Elgin NE	Robert J Koenig
Friedrich D. Knievel	51272-746	Clearwater Ne	Friedrich D. Knievel
Garet Schindler	51151 Hwy 70	Elgin NE	Garet Schindler
Teresa Schindler	51151 Hwy 70	Elgin NE	Teresa Schindler

"I support continued wind development in Antelope County and the benefits it will bring. The Thunderhead Wind Energy Center will create new job opportunities, bolster economic development and bring tax revenues to our local community."

NAME	ADDRESS	CITY	SIGNATURE
James Ballou	5837 S. BARKER RD ELGIN NE 68938		
[Signature]	84071 513 Av Elgin 68636		
[Signature]	88559 514 Ave Elgin NE 68636		
Dora Johnson	102 North 7th St Box 300 Elgin NE		
Kim Schrage	PO Box 300 Elgin, NE		
Arligayle Coak	PO Box 48 Elgin, NE		
Sandy Coak	Box 48 Elgin Ne		
Karlson Swank	Box 72 Oakdale, NE 68761		

**Exhibit I:
Decommissioning Plan**

EXHIBIT I

DECOMMISSIONING PLAN

Please see the following document



Estimate of Decommissioning Costs

Invenergy, LLC is proposing to construct a 300 MW Wind Project (Project) in Antelope and Wheeler Counties, Nebraska. This high-level assessment estimates the net decommissioning cost (i.e. the decommissioning cost less the salvage value) of the Antelope County, Nebraska portion of the Project after the projected operating life or possible abandonment. The Project is currently in development phase, with a proposed in-service date is December 31, 2020.

The Project, as conceived, will consist of one or several makes and / or models of wind turbine generators (WTG's), with a total combined capacity of 300 MW. Invenergy has identified 137 turbine locations in Antelope County. For purposes of this decommissioning estimate the turbines selected are the GE 2.5 127 mounted on monopole tubular steel towers, painted white, at a turbine hub height of 90 meters. The GE 2.5-127 is provided with a 127 meter diameter, three blade rotor.

Decommissioning Cost

Wind turbine towers, hubs, blades, and generators are modular, designed for ease in construction removal, reconditioning, and reinstallation. In the event the Project requires decommissioning, the following sequence for removal of the components for the purposes of this report is anticipated to be used:

- Mobilize decommissioning contractor
- De-energize the site, substation and transmission line
- Disconnect substation and transmission line from grid and wind farm
- Remove and salvage transmission line and poles
- Remove wind turbine components (blades, nacelle, tower)
- Remove collection system step-up transformers and junction boxes.
- Partially remove wind turbine foundations (concrete pedestals to approximately 4 feet below grade)
- Remove and salvage substation components
- Partially remove substation equipment foundations
- Demolish project O&M building and any project substation buildings
- Dispose of non-salvageable material at approved locations
- Dispose of foundation material at approved locations
- Remove and reclaim access road aggregates and aggregate surfaces.
- Reclaim (grade and topsoil) disturbed areas to near original condition

The underground collection system cables, placed at a depth of three (3) feet or more below existing grade are not anticipated to be removed and will be abandoned in place. At the depth indicated the collection system cables are not anticipated to impose an obstacle to future landowner activities.

Each of the foundation pedestals at the currently identified Antelope County turbine locations will be demolished to four (4) feet below grade and the larger octagonal spread foundation, greater than four (4) feet below grade, will remain in place. The turbine access areas are



generally located within an aggregate surface which encircles the turbine. The aggregate materials and geotextile fabric in these areas will be removed to suitable subsurface. After removal of the materials around the turbine locations and the pedestals, the areas will be backfilled with suitable material, top soiled, graded to the surrounding contours and seeded with approved vegetative cover.

Approximately 38 miles of secondary aggregate roads are proposed to be constructed to service the turbines, substation, and O&M facilities. Antelope County will contain approximately thirty (30) miles of these secondary roads. Surface aggregate and geotextile fabric will be removed to original grade (as near as practicable) and replaced with appropriate top soil and approved vegetative cover.

The project substation and transmission line will be deconstructed and decommissioned with the equipment foundations removed to four (4) feet below grade, aggregate surface materials and geotextile fabric and areas will be backfilled with top soil. Underground cabling three (3) feet or less below grade will be removed and salvaged.

The O&M facility will be demolished, removed from the site and foundations removed to four (4) feet below grade. The substation grounding system will also be removed and materials recovered for salvage.

The decommissioning estimate is also based on the following assumptions:

- Since the Project is in the early development phase and detailed engineering drawings have not been developed, design details (such as quantities and dimensions) and other project-specific information from prior wind experience and wind projects were used as the secondary basis in the estimate where applicable.
- The turbine decommissioning and dismantling effort is assumed to be the equivalent of turbine erection and installation for estimation of costs..
- Specific costs of certain decommissioning activities are gathered from RS Means¹, a construction cost estimating database.
- Most salvageable materials (except turbine blades and geotextile fabric) are assumed to be transported to a nearby marshalling yard to be salvaged or sold.

Salvage Value

Salvage values are derived from the anticipated makeup of the materials of construction of the turbines, towers, transformers, cable material, foundation material, and access road material to be removed. The current market and/or value of the salvageable materials, provides the basis for the total salvage value of the Project.

Based on data provided for the GE 2.5 MW WTGs, material weights for salvageable steel, copper, and other turbine components were estimated. Unit salvage values assume that the

¹ RSMMeans Data Online. <https://www.rsmeans.com/products/online.aspx>



steel from each turbine and tower assembly will be salvaged along with other metals (copper, aluminum, etc.), which make up much of the down tower cabling assembly.

The following assumptions were made for salvage value:

- Depending on the component, equipment, and anticipated decommissioning activity, various material recovery percentages ranging from 75% to 100% were assumed.
- The WTG blades are constructed of predominantly non-metallic materials (fiberglass reinforced epoxy and carbon fibers) so no salvage value was assumed (the landfill costs of the WTG blades are included in the decommissioning cost).
- Unit values of metallic salvage value are gathered from recent United States Geological Survey Mineral Surveys² and U.S. scrap material websites³. Other non-metallic salvage values (such as processed aggregate value) were determined from RS Means, a construction cost estimating database.
- All excess material that is not salvageable is anticipated to be removed off-site, to an approved landfill location or locations.

Decommissioning Cost/Salvage Summary

Based on the above approach and assumptions, the estimated decommissioning cost and salvage value of the Project including the substation:

Estimated Decommission Cost	\$23,850,000
Estimated Salvage Value	\$19,020,000
Estimated Decommissioning less Salvage Value	\$4,830,000

The estimated dismantling, decommissioning, removal, and disposal costs for the Project is estimated to be more than the salvage value of indicated salvageable materials by approximately \$35,255 per wind turbine. A further cost and salvage estimate breakdown is found in the attached Exhibits A & B.

These costs are estimated based on conceptual design information, current (2018) published cost information or developed from construction estimating sources. These estimates will be subject to adjustment at the finalization of design and at the time actual decommissioning is initiated.

Attachments:

- Exhibit A – Decommissioning Costs
- Exhibit B – Salvage Value

² "USGS Minerals Information: Iron and Steel Scrap".

https://minerals.usgs.gov/minerals/pubs/commodity/iron_&_steel_scrap/

³ SCRAP REGISTER, Scrap Metal prices in USA. <https://www.scrapregister.com/scrap-prices/united-states/260>.

EXHIBIT A - DECOMMISSIONING COSTS

Estimated Decommissioning Cost

Item	Description	Unit	Est. Quantity	Est. Unit Cost	Cost	Remarks
1	Mobilization/Demobilization	LS	2	\$ 490,000.00	\$	900,000 Mobilization; Large Cranes & support Equipment; Contractor Admin
2	Turbine De-Construct	Each	137	\$ 100,000.00	\$	13,700,000 Estimated with required crew size and effort; approximately equal to erection cost
3	Transformer- Disconnect /Remove	Each	137	\$ 800.00	\$	109,600 Electrician Disconnect; Removed by Recycler
4	Downtower Assemblies	LS	137	\$	\$	Electrician Disconnect; Load and Haul-Included with Tower Removal
5	Turbine Pedestal & Transformer Fdn-Demolish / Remove	CY	7,973	\$ 268.40	\$	2,140,061 Demolished; Loaded & hauled to repurpose off site
6	Remove - Cable; Grounding to 3 Ft below grade	LS	-	\$	\$	Included with Transformer removal
7	Backfill; Compact; Finish- excavated area	CY	5,579	\$ 7.75	\$	43,239 Backfill w/ recovered aggregate
8	Remove; Recover-Turbine Area & Roadway Aggregate	CY	65,724	\$ 10.60	\$	696,674 Excavate and remove to central location
9	Topsoil; Spread, grade and seed Turbine area & Road	SY	943,000	\$ 3.45	\$	3,253,350 Supply, Spread and Grade
10	Blade Removal; Landfill	Ton	6,432	\$ 61.00	\$	392,341 Removal included with deconstruct-Special waste landfill cost (est).
11	Transport Materials	Ton	56,400	\$ 22.68	\$	1,279,152 Turbine components and removed concrete materials to site marshalling yard
12	Office & Maint. Building, Demolish	SF	12,800	\$ 2.15	\$	27,520 To be Demolished and removed from the site
13	Office & Maint. Building, Remove Foundations / Floors	CY	380	\$ 268.40	\$	101,992 Materials to site Marshalling yard
14	Office & Maint. Area, Remove & Stockpile Aggregate	CY	8,100	\$ 10.60	\$	85,860 Stockpile on site
					\$	Subtotal
					\$	22,730,000

Substation & Transmission Line Decommission

Item	Description	Unit	Est. Quantity	Est. Unit Cost	Cost	Remarks
11	Mobilization/Demobilization	Each	2	\$ 55,000.00	\$	110,000 Sub stations and substations will require separate mobilizations
12	Large (Main Power) Transformer-Disconnect / Remove	Each	2	\$ 1,200.00	\$	2,400 Estimated based on concept plan provided.
13	Unracking Transformer oil	Gallons	32,700	\$ 0.04	\$	1,308 Recoverable oil to be sold for recycle; similar transformer nameplate drawing
14	Small (Station) Transformer Disconnect/Remove	Each	2	\$ 800.00	\$	1,600 Estimated based on plot plan provided.
15	Remove ; Cable-Grounding Below grade	Day	4	\$ 4,500.00	\$	18,000 Assumed Labor and Equipment
16	Circuit breakers/Disconnects	LS	16	\$ 3,500.00	\$	56,000 Estimated
17	Structure Disconnect / Remove	LS	1	\$ 25,000.00	\$	25,000 Estimated
18	Foundations; (substation & Pole) Remove to 4 Ft. below grade	CY	1,450	\$ 268.40	\$	389,180 Estimated
19	Remove / Recover Aggregate	CY	2,960	\$ 18.50	\$	54,760 Excavate and remove to central location
20	Topsoil; Grade; Area	CY	2,960	\$ 23.00	\$	68,080 Supply; compact and grade
21	Remove; Fence, Posts & Gates	LF	4,240	\$ 4.30	\$	18,232 Est 8 Ft. Fabric Fence and Gates at perimeter
22	Disconnect; Recover Line Wire	MLF	95.0	\$ 112.00	\$	10,644 Estimated - Removed and Coiled
23	Deconstruct Steel Poles and subassemblies	Each	25	\$ 14,500.00	\$	367,854 Estimated pole spacing 1300 Feet. 1 pole, single span
24	Disconnect; recover Static Wire	MLF	32	\$	\$	Removed & coiled with Line Wire
					\$	Subtotal
					\$	1,120,000

Estimated Decommissioning Cost \$ **23,850,000**

FDX

EXHIBIT B—SALVAGE VALUE

Estimated Material Salvage Value									
Item	Description	Value Basis	Quantity Units	Est. Quantity	Est. Unit Value	Est. Salvage % Recovered	Salvage Value	Remarks	
1	Tower, Steel	Ton	137	171.9	\$ 286.68	100%	\$ 6,752,905	GE Document	
2	Nacelle; Nose cone & misc. Steel	Ton	137	75.4	\$ 286.68	80%	\$ 2,367,630	GE Document	
3	Nacelle/ Tower Copper (Estimated)	Ton	137	7.5	\$ 5,120.00	100%	\$ 5,285,625	Estimated at 10% of the total Nacelle weight	
4	Hub; Bed Plate assembly	Ton	137	34.2	\$ 286.68	100%	\$ 1,343,210	GE Document	
5	Anchor Bolts/Reinforcement	Ton	137	4.7	\$ 286.68	100%	\$ 184,310	Recovered from pedestal demolition	
6	Down Tower Cable and fittings	Lbs.	137	670	\$ 1.66	80%	\$ 121,971	Estimated Copper Recovery	
7	Down Tower Controller/Converter	Ton	137	3.2	\$ 560.00	80%	\$ 196,201	Based on published rate Electronic Scrap	
8	Base transformer (small Transformer)	Lb.	137	10,500	\$ 0.38	100%	\$ 546,630	Base of tower step up to 34.5 KV	
9	Junction Box	Lb.	30	300	\$ 0.17	100%	\$ 1,530	Estimated scrap value	
10	Grounding and Cable	Lb.	137	64	\$ 3.05	80%	\$ 21,359	Medium Voltage Cable & Ground.	
11	Aggregate recovery	CY	1	73,824	\$ 27.52	75%	\$ 1,523,727	Processed value (surface aggregates)	
12	Office & Maint. Building, Wall Panels	Ton	1	97.5	\$ 160.00	75%	\$ 11,700	Estimated Salvage value	
Subtotal							\$ 18,360,000		

1. Scrap Steel value based on July 2017-July 2018 average; USGS Mineral Industry Surveys

Substation & Transmission Line Salvage									
Item	Description	Value Basis	Units	Est. Quantity	Est. Unit Value	Est. Salvage % Recovered	Salvage Value	Remarks	
10	Main Power Transformer (Large)	Lb.	2	335,300	\$ 0.52	80%	\$ 278,970	Based on copper windings; weight of transformer without oil	
11	Oil Recovery From Recycle	Gallon	2	32,700	\$ 1.75	75%	\$ 85,838	Oil age and contamination will determine recyclability	
12	CCVT / CT/PT Transformers	Lb.	6	3500	\$ 0.38	100%	\$ 7,980	Salvager removes from site	
13	Aluminum Bus	Lb.	1	11,820	\$ 0.67	100%	\$ 7,919	Estimated from concept document	
14	Structure	Ton	1	85	\$ 286.68	100%	\$ 24,368	Estimated from concept document	
15	Fence; Posts & gates	Ton	2	18	\$ 286.68	80%	\$ 4,133	Substation; 8 foot fabric fence w/ posts at 8 ft. O.C.	
16	Static Cable Recovery (steel)	Ton	2	4.3	\$ 286.68	80%	\$ 1,984	Recovered on Cable reels	
17	Line Cable Recovery Aluminum	Lb.	3	38,016	\$ 0.22	85%	\$ 21,327	Recovered on Cable reels	
18	Ground Cable (Recovery)	Lb.	1	8,711	\$ 3.05	85%	\$ 22,546	Estimate 4/0 bare copper ground recovered from sub	
19	Aggregate Recovery	CY	1	2,960	\$ 27.52	75%	\$ 61,094	Processed value	
20	Steel Transmission Pole Recovery	Ton	25	16.3	\$ 286.68	100%	\$ 118,500	Average 16.29 Tons each	
21	Structural Steel Shape and plates	Ton	1	85	\$ 286.68	100%	\$ 24,368	Bus Supports, Switch Stands; Dead end structures	
Subtotal							\$ 660,000		

Estimated Salvage Value \$ 19,020,000

**Exhibit J: Form of
Road Use Agreement**

Invenergy

EXHIBIT J

FORM OF ROAD USE AGREEMENT

Please see the following document

COUNTY ROADS USE AGREEMENT

THIS COUNTY ROADS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 20__, by and between Antelope County, Nebraska, whose address is 501 Main Street, Neligh, Nebraska 68756 (hereinafter referred to as the "County"), and Thunderhead Wind Energy LLC, whose address is c/o Invenergy LLC, 1 S. Wacker Dr., Suite 1800, Chicago, IL 60606 (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the County is the governmental entity and political concern directed and authorized pursuant to Neb. Rev. Statutes to construct, administer, operate and maintain roadways and highways in Antelope County, Nebraska, more specifically, the roads within the area of Antelope County, Nebraska to be utilized by Developer for the construction of a wind farm facility near Neligh, Nebraska (hereinafter referred to as "Wind Farm Facility");

WHEREAS, the term "Developer" shall extend to and include all employees, affiliated companies, authorized agents, visitors, contractors, subcontractors, successors, assigns, or any person under the direction or control of Thunderhead Wind Energy LLC;

WHEREAS, Developer has developed plans and intentions to construct (and later operate) the Wind Farm Facility utilizing county roadways and highways for construction of the Wind Farm Facility;

WHEREAS, the County has previously consented to the location, development and construction of the Wind Farm Facility within Antelope County pursuant to County zoning regulations through its approval and granting of a conditional use permit to Developer for said purpose;

WHEREAS, the County and Developer wish to set forth their understanding and agreement as to the county roadway and highway use issues relating to the Work.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

1. For purposes of this Agreement:
 - a. The term "Work" means construction of the Wind Farm Facility, including the erection of towers, installation of turbines, collection systems, transformers, and transmission lines, necessary for the generation and conversion of electricity.

- b. The term "Road Maintenance" means the grading, reshaping, graveling, surfacing, resurfacing, repair, and/or modification to the roadway/highway surfaces, sub-surfaces, grades, ditches, bridges, culverts or any other drainage fixture(s) on impacted roads necessary for, or related to, the Work. Graveling will use material from a pit location approved by the Antelope County Highway Superintendent, so long as the gravel is available in large enough quantities and at commercially reasonable, competitive rates. If an approved pit location cannot be found meeting this criteria, Developer shall make a good faith effort to locate gravel meeting the Antelope County Highway Superintendent's provided specifications. In no event shall the gravel used on the County Roads not meet sieve requirements as outlined by the Nebraska Department of Roads. For the avoidance of doubt, "Road Maintenance" shall not include Site Preparation, as defined in Section 1(f) below, or snow removal.
- c. The term "20__ Construction Period" means the period beginning at the commencement of earth moving work for the Wind Farm by Developer and ending _____. Developer shall not commence Road Maintenance during the _____ Construction Period until it has complied with the requirements of Section 4.
- d. The term "Final Construction Period" means the period beginning on the date noticed by Developer for commencement of the Final Construction Period and ending on the earlier of (i) the commercial operations date of the Wind Farm Facility, or (ii) County's receipt of written notice from Developer that it has ceased performance of the Work. For the avoidance of doubt, the Final Construction Period shall not include the _____ Construction Period, or any period between the _____ Construction Period and the commencement of the Final Construction Period. Developer shall not commence Road Maintenance during the Final Construction Period until it has complied with the requirements of Section 5.
- e. The term "Construction Periods" means the _____ Construction Period and the Final Construction Period collectively.
- f. The term "Site Preparation" means inspections, surveys, geotechnical investigation for Road Maintenance or Work. Site Preparation shall not require or utilize heavy equipment or machinery that may adversely affect roadways.
- g. The term "Impacted Roads" means county roadways identified on "Exhibit A _____" and "Exhibit A" attached hereto.

2. Developer and County agree the County roadways/highways utilized by the Developer during the performance of the Work shall only be those identified on the map attached as "Exhibit A _____" and "Exhibit A" (hereinafter collectively referred to as "Impacted Roads").
3. Developer shall use commercially reasonable efforts to complete the Work by the commercial operations date of the Wind Farm Facility; provided, however, that the time for completion shall be extended by a reasonable period to account for (i) any Force Majeure (defined below) which delays the Work or (ii) delays in the performance of the Work caused by third party contractors performing the Work.
4. Prior to the commencement of the _____ Construction Period, Developer shall present to the County its plans for all material Road Maintenance it intends to perform upon roads impacted by the performance of the Work during the 2016 Construction Period. Within twenty (20) days of receipt, County shall have the County Highway Superintendent review, and inspect such plans prior to approval, provided that such approval is not to be unreasonably withheld, conditioned or delayed. Following review and approval of the planned Road Maintenance with respect to the _____ Construction Period, Developer shall deliver notice of commencement of the _____ Construction Period prior to the commencement of the same.
5. Prior to the commencement of the Final Construction Period, Developer shall present to the County its plans for all material Road Maintenance it intends to perform upon roads impacted by the performance of the Work during the Final Construction Period. Within twenty (20) days of receipt, County shall have the County Highway Superintendent review, and inspect such plans prior to approval, provided that such approval is not to be unreasonably withheld, conditioned or delayed. Following review and approval of the planned Road Maintenance with respect to the Final Construction Period, Developer shall deliver written notice of commencement of Final Construction Period prior to the commencement of the same.
6. Developer shall, at its expense, perform the Road Maintenance (i) promptly following the end of the _____ Construction Period, with respect to any damage caused during the _____ Construction Period, and (ii) promptly following the completion of the Work, with respect to any damage caused during the Final Construction Period. Developer shall, at its expense, promptly perform any site area clean up necessary to restore Impacted Roads to serviceable condition as a result of any Site Preparation, Work, or Road Maintenance, upon completion of Road Maintenance for the _____ Construction Period, and again upon completion of Road Maintenance for the Final Construction Period.

7. Following written notice from Developer that it has completed the performance of Road Maintenance of any road(s) surface, subsurface, culverts, bridges, drainage tiles, drainage facilities and adjacent ditches in accordance with this Agreement, County shall within thirty (30) days of receipt of such notice issue a resolution accepting responsibility for any continuing maintenance of such facilities, in form and substance similar to the resolution attached hereto as Exhibit B. For the avoidance of doubt, County shall not be required to wait until all Road Maintenance is finished, but may instead issue multiple resolutions as the Road Maintenance of certain designated batches of roads are completed, provided that the Developer shall have the right to designate any batch of roads Developer deems ready for acceptance by the County.
8. Developer and County shall agree as to the condition of Impacted Roads prior to the commencement of each of the Construction Periods. Prior to submitting its plans for Road Maintenance, Developer shall conduct Site Preparation necessary to assess the current state of existing roadways. Developer shall make video recordings and photographs of the current conditions of all Impacted Roads as designated in Exhibit A ____ and Exhibit A, will be undertaken by the Developer, at its expense and provided to the County for their review and retention prior to the commencement of each of the Construction Periods. The County shall have the right, if so desired, (i) to observe these recordings/photographs as they are being taken and (ii) to require Developer to undertake certain types of recordings and photographs or additional inspections and/or surveys if County reasonably believes the recordings/photographs are inadequate representations of the Impacted Roads current conditions.
9. In the event any of the Impacted Roads degrade (by way of example and not limitation, "degrade" means to show signs of bleeding, rolling, breaking or pumping) while performance of the Work is ongoing due to construction activities and/or the volume of construction traffic related to the Wind Farm Facility, Developer, at its expense and upon the request of the County, shall place appropriate warning signage and implement all necessary means to ensure safe passage of the motoring public within reasonable time; unless immediate hazards exist, in which case Developer shall take immediate commercially reasonable action to make the roadway safe for the motoring public. Developer shall not be responsible for any degradation of or damage to any roads occurring (i) prior to commencement of the ____ Construction Period, (ii) after the County has accepted responsibility (pursuant to Section 7) for any roads impacted during the ____ Construction Period, but prior to the commencement of the Final Construction Period or (iii) after the County has accepted responsibility (pursuant to Section 7) for any roads impacted during the Final Construction Period.

10. Developer shall at its expense, and upon the request of the County, obtain and post traffic control devices and/or warning signs at various locations as an aid and to ensure safe travel for both construction and public traffic management. All such signage or postings shall comply with Nebraska Department of Roads ("NDOR") rules and regulations.
11. In the event that Developer moves a traffic control device or signage to accommodate its construction traffic, such device or signage shall be promptly replaced by the Developer at its expense.
12. At all times during each of the Construction Periods (but not for any time period in between the Construction Periods), Road Maintenance work, road improvement work, or repair work as described herein, Developer shall ensure that construction areas and routes are free and clear of debris, garbage, obstructions or hazards and excess mud and dirt. Upon request by the County during Road Maintenance or either of the Construction Periods, Developer shall promptly clear any debris, garbage, obstructions or hazards or excess mud or dirt, from a County road, culvert or ditch prior to dusk on the day such request is made.
13. If, during the course of Road Maintenance or either of the Construction Periods, the County notifies Developer of significant potholes or other conditions/hazards specifically caused by the construction traffic or construction activities which make travel on the County road hazardous, Developer shall at its expense immediately remediate the hazard, if feasible, and shall place adequate warning signs pending the remediation of the hazard prior to dusk on the day it receives notice of the hazardous condition(s) from the County (or promptly if such notice is received after dusk).
14. Developer agrees that the costs associated with Road Maintenance are the sole responsibility of the Developer. At least thirty (30) days prior to the commencement of Work on any road(s), Developer shall agree to present to the County Road Superintendent road improvement plans for such road(s) for his/her review, inspection and approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be made within thirty (30) days of County Road Superintendent's receipt of such plans. Developer shall reimburse County for the reasonable costs of such County Road Superintendent review to the extent the County Road Superintendent's review is beyond normal review activities upon receipt of an itemized invoice, such invoice not to exceed \$5,000.00.
15. Developer shall agree that any permanent modification or permanent improvement to Impacted Roads shall comply with any and all state and local regulations and

guidelines, and where applicable, any Federal regulations and guidelines, including signage requirements.

16. Developer shall agree and ensure that any road and intersection closures shall be marked and signed in accordance with NDOR rules and regulations and any applicable requirements.
17. The County reserves the right to request any road improvements remain in place after the completion of the Work during the Final Construction Period. The County shall be fully responsible and liable for the continued road maintenance of any road improvements it requests to remain in place following the completion of the Work and the County shall adopt a resolution accepting responsibility for such road improvements pursuant to Section 7.
18. Developer shall furnish to the County evidence of liability insurance in the amount of at least Three Million Dollars (\$3,000,000.00) (United States Currency) per occurrence covering the Road Maintenance, or any related Work, Site Preparation or clean up. The insurance policy shall provide for a thirty (30) day "prior notice of termination" provision in favor of the County. Should Developer allow such liability insurance to terminate prior to completion of the Work, road improvement and/or repair activities contemplated by this Agreement, the County shall have recourse against the Developer for the reimbursement of funds sufficient to cause the liability insurance to be reinstated until the completion of the Work, road improvements and/or repairs. The County shall be named as additional insured on the policy.
19. Developer shall be responsible for any and all state permits required to haul on public right of ways; provided however, County hereby grants Developer the right to haul on County roads, as described as Impacted Roads herein and outlined in attached Exhibit A, including loads that exceed posted County weight limits; provided that the Developer apply for and obtain any such needed permits from the County, at the sole expense of the developer.
20. Developer shall ensure that its contractors, subcontractors, material suppliers and their respective transport providers transporting oversized (overwidth and overweight) loads, use the County roads as designated in Exhibit A _____ and Exhibit A during daylight hours only and shall display slow moving vehicle emblems and provide escort vehicles and related safety warning signage and lighting as required by federal, state and local highway rules and regulations.

21. Developer shall agree to meet with relevant school district officials to ensure that County roads used by school bus routes are not closed during times students are transported to and from school, or that acceptable alternative routes exist and otherwise to further ensure that reasonably suitable arrangements are put into place for the safe and timely transportation of the local children to and from school.
22. Developer agrees to hold the County, County Supervisors and County Road Superintendent, harmless, indemnify, defend, pay costs of defense (including attorney's fees), and pay any and all claims or judgments which may hereafter accrue against the County and or the County Board, and/or their agents, servants and employees, arising out of any of the use as permitted hereunder of the County roads by Developer, its successors and/or assigns or its employees, agents, contractors, subcontractors and material suppliers and their respective transport providers in connection with the Work, or as a result of Developer's negligent performance or intentional failure to comply with the terms and obligations set forth in this Agreement.
23. Application of the terms and obligations of this Agreement are limited to the performance of the Work as detailed in the Conditional Use Permit previously approved and granted to the Developer by the County. In the event the Developer desires the use of County roads for future maintenance and/or warranty work on the Wind Farm Facility, then the Developer shall be responsible for any road damage caused by any such maintenance and/or warranty work. Furthermore, the Developer shall agree to inform any contractor, subcontractor, agent, etc. that is contracted to perform any future maintenance and/or warranty work to use only those roads designated in Exhibit A _____ and Exhibit A. In addition, for future maintenance and/or warranty work after the Work is complete, the acquisition of individual permits may be required as needed for overweight or over length loads, which permits will be issued by the County in a timely manner upon the payment of the current permit fee. In the event Developer desires to use the County roads for the development of another Wind Farm Facility or expansion of the completed Wind Farm Facility, another road agreement with the County shall be required.
24. Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer, and that Developer has the power and authority to enter into this Agreement. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County and that the County has the power and authority to enter into this Agreement.

25. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of the Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
26. Entire Agreement. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and the Agreement supersedes any prior agreements or understanding by and between the parties.
27. Notices. All notices shall be in writing. Any notice shall be deemed to be sufficiently given: (i) on the date, if delivered in person; (ii) five days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next business day if sent by overnight delivery service (i.e. Federal Express) to the notified party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notice may be sent via email or facsimile transmission to a facsimile number; provided, however, that notice sent via email or facsimile transmission shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested or by overnight delivery service.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by email or telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.
29. Force Majeure. If performance of the Agreement or any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure", the affected party, upon giving notice to the other party, shall be excused from such performance to the extent and for the duration of such prevention, restriction or interference. The effected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty, condemnation, accident, prohibitive or severe weather condition (including but not limited to inclement weather events that saturate the roads and surrounding soil such that the soil is unworkable, including rain, snow, and frost), blizzard or hazardous winter weather conditions, frost ban or similar road restrictions, closing of asphalt production facilities within a commercially reasonable distance of the Wind Farm Facility; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of

any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

30. This Agreement, its terms, obligations and the rights of the parties herein shall be binding upon the successors, executors, administrators and assigns of both the Developer and the County.
31. In the event that any mortgage is entered into by Developer, then the mortgagee shall, for so long as its mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this section. Developer shall send written notice to the County of the name and address of any such mortgagee. A mortgagee of Developer shall have the right: (i) to assign its security interest; (ii) to enforce its lien and acquire Developer's rights set forth herein; (iii) to exercise all of Developer's rights hereunder, and to assume and perform all obligations to be performed by Developer hereunder, or to cause a receiver to be appointed to do so (by way of assuming Developer's rights or substitution without such assumption); and (iv) following exercise of its rights under applicable mortgage, to assign or transfer Developer's rights to a third party. If Developer defaults hereunder, the County shall give notice of Developer's failure to perform to each mortgagee, of which it has notice, concurrently with delivery of such notice to Developer. In the event the County give such notice of failure to perform, the mortgagee shall have the same period after receipt of the notice of failure to perform to remedy the failure to perform, or cause the same to be remedied, as is given to Developer, plus, in each instance, such time reasonably required to complete such cure, including the time required for the mortgagee to perfect its right to cure failure to perform by obtaining possession (including possession by a receiver) or by instituting foreclosure proceedings, provided the mortgagee acts with reasonable and continuous diligence.
32. Each of the parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default is not cured for a period of seven (7) days (or such longer period of time (i) as is reasonably necessary to cure the same, (ii) as otherwise provided in this Agreement or (iii) as provided by law) after written notice to the defaulting party of such default, the party seeking to enforce said provisions shall then have the right of specific performance, injunctive relief or any other remedy available at law or in equity.
33. This Agreement may be assigned, in whole or in part, or collaterally, without the written consent of the other party.

34. Financial Assurance. Not less than fifteen (15) days after execution of this Agreement, Developer shall provide the County with a bond issued by a sound financial institution in a form reasonably acceptable to the County in the amount of \$1,000,000. The parties acknowledge that the exact terms of the bond may be subject to terms required by the financial institution issuing such bond. The bond shall provide security to the County for Developer's obligations to the County hereunder. Upon the later of (i) two years after the end of the Final Construction Period, or (ii) Developer fulfilling all of its repair obligations set forth hereunder, Developer shall have no further obligation to maintain the bond which shall be cancelled and returned to Developer. In order for the County to draw upon the bond, the County shall be obligated to first submit an invoice to Developer (and Developer's mortgagee, if any) setting forth in detail the time, materials and charges incurred in the repairs necessitating such draw request. Developer may request additional information from the County to the extent such request is reasonable. Once all requested information has been provided to Developer, Developer shall have twenty (20) days thereafter to either dispute such draw request by providing written notice to the County or pay the County the funds requested under the draw. Developer's approval of a draw request within such twenty (20) day period or Developer's failure to provide a dispute notice within such twenty (20) day period shall be deemed a waiver by Developer of its right to contest such draw request. If Developer contests such draw request, Developer's written notice shall contain a detailed explanation of which expenses are disputed and why they are disputed and which expenses are approved. County shall be entitled to draw any non-disputed portion of a draw request. County may not draw any funds from the bond for any expenses that are being disputed until written agreement between the parties or if the parties cannot resolve the dispute within thirty (30) days, the parties shall agree upon a third party Nebraska Licensed Professional Engineer to evaluate the dispute, whose decision shall be binding on the Parties. The cost of said engineer shall be split between the Developer and the County.

35. Developer and County agree that in the event the Developer breaches this agreement by utilizing a road **not specifically listed or included** upon Exhibit for purposes of the Work, utilizing any vehicle(s) or equipment(s) with a GVWR of 12,000 pounds or more, or any vehicle(s) with a combined 3 or more axles, the Developer will be assessed a penalty in the amount of \$2,500.00 for each occurrence.

36.

37. Developer and County agree that in the event the Developer breaches this agreement by utilizing a road **not specifically listed or included** upon Exhibit A for purposes of the Work, utilizing any vehicle(s) or equipment(s) with a GVWR of 12,000 pounds or more, or any vehicle(s) with a combined 3 or more axles, and Damage to the road

surface or any part of the county right of way occurs as a result, the Developer shall at its expense repair or restore, or cause to be repaired or restored, any damage(s) to roads caused by the use and breach, returning the roadway and any part of the county right of way to their original conditions as is reasonable. Developer and County acknowledge that roads subject to this provision are not subject to paragraph eight (8) of the Agreement, but the Developer will be liable for the repairs as is reasonable to insure safe travel by the general public. These repairs are to include damage specifically caused by construction activities associated with the Work whether such damage is caused by Developer, its successors or assigns and/or its employees, agents, contractors, subcontractors, material suppliers and/or their respective transport providers. "Damages" shall mean any degradation of the road(s) surface, subsurface, culverts, bridges, drainage tiles, drainage facilities and adjacent ditches. Any damage(s) caused to the extent that the County Road Superintendent review, services, and/or certifications are needed, Developer shall reimburse County for the reasonable costs of such County Road Superintendent review to the extent the County Road Superintendent's review is beyond normal review activities upon receipt of an itemized invoice, such invoice not to exceed \$5,000.00.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

COUNTY:	DEVELOPER:
Antelope County, Nebraska	Thunderhead Wind Energy LLC
_____ By: Chairman, Antelope County Board of Supervisors	_____ -
ATTEST: _____ By: Antelope County Clerk	

EXHIBIT A



EXHIBIT B

RESOLUTION

In accordance with paragraph __ of the County Roads Use Agreement (the "County Roads Use Agreement"), between Antelope County and the Developer, as defined therein, Developer has maintained and restored County roads to the as-found condition or better for the County roads identified on the attached Exhibit A. The County roads listed on Exhibit A were reviewed jointly with representatives of Developer and the County and were confirmed to meet or exceed the as-found condition. Accordingly, upon approval of this Resolution by the County Board, the responsibility for maintenance of these roads will revert to and shall become the responsibility of Antelope County, and except for the conditions stated herein, all obligations of the Developer pursuant to the County Roads Use Agreement will terminate for County roads listed on Exhibit A. County roads which are not yet complete will continue be the responsibility of Developer until such time as they meet all requirements for the design of roads being upgraded and/or road condition meets or exceeds the as-found condition of the roads.

IT IS HEREBY RESOLVED, that Antelope County accepts responsibility for road maintenance as shown on the attached Exhibit A with the following conditions:

1. Bridges utilized in the performance of the Work and included in the County Roads Use Agreement will be inspected by the County Engineer. Any damage noted and attributed to the Work will continue to be the responsibility of the Developer.
2. Re-vegetation of road ditches and County right of way property remain the responsibility of Developer until such time as greater than 70% coverage is achieved with a seed mix acceptable to the County.

IT IS FURTHER RESOLVED, that except for the conditions stated above, all obligations of the Developer pursuant to the County Roads Use Agreement are hereby terminated for County roads listed on Exhibit A.